

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, February 4, 2020 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from January 7, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,643,230.09
 - D. Approve Chicago HIDTA Initiative Manager Service contract with Kendall County as the Fiduciary Agent effective January 16, 2020 through January 15, 2022 in the amount of \$125,693.00
 - E. Approve Chicago HIDTA Deconfliction Analyst Manager Service contract with Kendall County as the Fiduciary Agent effective March 3, 2020 through March 2, 2022 in the amount of \$77,000.00
 - F. Approve Chicago HIDTA Research/Deconfliction Analyst Manager Service contract with Kendall County as the Fiduciary Agent effective April 1, 2020 through March 31, 2022 in the amount of \$77,000.00
 - G. Approve Chicago HIDTA Drug Intelligence Officer Service contract with Kendall County as the Fiduciary Agent effective March 12, 2020 through March 11, 2022 in the amount of \$87,000.00
8. Old Business
9. New Business
 - A. Approval of Independent Contractor Agreement for Services to be Rendered by Cullen, Inc. D/B/A Cullen and Associates for Kendall County, Illinois at a rate of \$5,000 per month for a term of one year
 - B. Approval of \$25,000 Hard to County Census Outreach Grant Budget for the Illinois Department of Human Services through Regional Intermediary IACAA
10. Executive Session
11. Standing Committee Reports
 - A. Admin HR
 1. Approval of an Intergovernmental Agreement for Geographic Information Systems (GIS) Services Between Kendall County and KenCom
 - B. Law Justice and Legislation
 1. Approval of a Resolution Urging the Illinois Congressional Delegation to Preserve Local Zoning Authority in Deployment of Next Generation Telecommunications
 2. Approval of a Resolution Urging the General Assembly and Governor to Enact Automatic Appropriation Authority for All State-Collected Local Funds
 3. Approval of a Resolution Urging the General Assembly and Governor to Establish Transportation Funding Fairness
 4. Approval of a Resolution in Support of Expanding the Ability of Counties to Pursue and Perfect Self-Governance
 5. Approval of a Resolution in Support of Pursuing a Full and Accurate Count of Illinois' Population During the 2020 Decennial Census
 6. Approval of a Resolution Urging the General Assembly and Governor to Repeal the Administrative Fee on Local Sales Tax Collections
 7. Approval of a Resolution Urging the General Assembly and Governor to Honor State-Shared Partnership Revenue
 8. Approval of a Resolution Urging the Illinois Congressional Delegation to Support an Extension of Federal Medicaid Payments to Detainees Awaiting Trial in County Jails
 9. Approval of a Resolution Urging the Illinois Congressional Delegation to Support County Priorities in Any New Federal Infrastructure Package or Surface Transportation Reauthorization

10. Approval of a Resolution Urging the Illinois Congressional Delegation to Support Rural Broadband Deployment

C. Economic Development

1. Discussion of Yorkville Comp Plan Updates & Kendall County LRMP

12. Special Committee Reports

13. Other Business

14. Chairman's Report

Appointment

Sandy Pastore – 708 Mental Health Board – 4 year term – Expires February 2024

15. Public Comment

16. Questions from the Press

17. Executive Session

18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 7, 2020**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, January 7, 2019 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Tony Giles, Judy Gilmour, Matt Kellogg, Matt Prochaska and Robyn Vickers. Members absent: Audra Hendrix.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Prochaska moved to approve the agenda. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Chairman Gryder recognized the Newark Girls Volleyball Team for winning 1st place in the 2019 IHSA Class 1A State Championship and the Oswego Girls Co-Op Swim and Dive Team for 3rd place in the 2019 IHSA State Championship.

RECESS

RECONVENE

PUBLIC COMMENT

Levi Gotte spoke about the EMA job description. Mr. Gotte commended the board on creating a full time emergency manager position. He commented on the job title being Coordinator and suggested it be Director and spoke about the minimum requirement of a Bachelor's Degree.

CONSENT AGENDA

Member Giles moved to approve the consent agenda of **A)** standing committee minutes; **B)** claims in an amount not to exceed \$1,765,244.61. Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

B) COMBINED CLAIMS: ADMIN \$71.86; ASSMT \$3,925.00; BEHAV HLTH \$736.58; CIR CLK \$36.21; CIR CRT JDG \$1,535.22; COMB CRT SVS \$218.75; COMM ACTN SVS \$112,993.30; COMM HLTH SVS \$4,130.73; CRNR \$300.00; CORR \$215.54; CNTY ADMIN \$383,089.23; CNTY BRD \$20,030.20; CNTY CLK \$1,712.60; HIGHWAY \$9,702.15; TRSR \$475.00; ELCTN \$202.20; ELLIS BDAY \$168.32; ELLIS CMP \$168.34; ELLIS HSE \$964.43; ELLIS RDG \$168.34; EMA \$94.53; EMPL BNFTS \$919,776.35; ENVIRO HLTH \$621.09; FCLT MGMT \$1,492.55; FP \$33,972.49; GRND & NTRL RES \$1,265.22; HOOVR \$1,222.74; JURY COMM \$26.82; MERIT COMM \$3,884.00; PICK-PIGT \$30.13; PBZ \$249.22; PSTGE \$333.82; PRSDG JDGE \$7,898.62; PROB SVS \$2,800.00, PRGM SUPP \$2,872.44; PUB DEF \$2,281.50; ROE \$441.47; SHF \$12,425.66; ST ATTY \$42,820.10; TECH \$15,697.72; TRSR \$1,290.54; UTIL \$48,770.75; VET \$2,318.87; CTY BRD \$14,500.00; SHF \$38,962.61; SHF \$68,351.37

STANDING COMMITTEE REPORTS

Administration/HR

EMS Coordinator Job Description

Member Gilmour moved to approve the EMA Coordinator job description. Member Cesich seconded the motion.

Member Prochaska moved to amend the EMA Coordinator job description under IV Qualifications E first bullet to read – A Bachelor's Degree in Management, Fire Sciences, Law Enforcement, Public Safety or Public Administration is preferred. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Gilmour moved to amend the EMA Coordinator job description title from Emergency Management Coordinator to Emergency Management Director. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman Gryder asked for a voice vote on the motion with the approved amendments. All members present voting aye. **Motion carried.**

Administrative Services Organizational Chart

Member Gilmour moved to approve the updated Administrative Services Department organizational chart. Member Prochaska seconded the motion.

Member Prochaska moved to amend the EMA Coordinator title from Emergency Management Coordinator to Emergency Management Director. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman Gryder asked for a voice vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

Facilities

Mutual Ground Lease Agreement

Member Kellogg moved to approve a lease agreement between the County of Kendall and Mutual Ground for room #PA-25 at the Kendall County Courthouse from December 1, 2019 to November 30, 2021 with two, one year options at an amount of \$1,600.00 per month. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-01 is available in the Office of the County Clerk.

Mutual Ground Memorandum of Understanding

Member Kellogg moved to approve a memorandum of understanding between the County of Kendall and Mutual Ground regarding rent payments and monthly donation. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-02 is available in the Office of the County Clerk.

SPECIAL COMMITTEE REPORTS

Regional Office of Education Reports

Reports included in the packet.

QUESTIONS FROM THE PRESS

Jim Wyman said that Mutual Ground is really not paying anything, a donation goes back to them from the County.

EXECUTIVE SESSION

Member Prochaska made a motion to go into Executive Session for (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Vickers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Flowers moved to adjourn the County Board Meeting until the next scheduled meeting. Member Giles seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 8th day of January, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, January 15, 2020**

CALL TO ORDER – Member Prochaska called the meeting to order at 5:30p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	ABSENT		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Scott Koeppel, Dr. Amaal Tokars

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Gilmour to approve the agenda. **With four members voting aye, the agenda was approved by a 4-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Vickers to approve the January 6, 2020 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Health Department* – Dr. Tokars updated the Committee on the amount of the TB levy used last year. The amount used was \$22,700 with the levy set at \$15,000 it would need to be increased. Member Gengler asked what the major expense was. Dr. Tokars indicated that the majority of the costs was staff tracking, TB testing and educational materials. Member Gilmour asked about when the levy would be increased. Mr. Koeppel suggested the best plan would be to merge the Boards as discussed and increase the level at the same time to coincide with next fiscal year’s start. Member Prochaska suggested passing the resolution now with a later date listed. **There was consensus to put the merger on the Meeting Calendar to discuss in August at the beginning of the Budget process.**

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion and Approval of Codification RFP* – Mr. Koeppel reviewed the RFP for codification. He asked if the Committee had a preference of RFP versus RFQ. Member Prochaska indicated he preferred an RFQ. The RFQ would be open for 30

days. Mr. Koepfel indicated that he wanted companies to propose price per page or a total cost. Mr. Koepfel also noted that there would be quarterly or annual update at cost once the project is complete. Member Gengler asked about a timeline. Mr. Koepfel responded that the entire process would be 12-16 months. **Motion made by Member Vickers, second by Member Gengler to develop and disburse an RFO. With all members present voting aye the motion carried.**

- *Discussion and Approval of Agreement with Waubensee Community College Regarding Federal Work Study Program* – With FMLA leave in Administrative Services and a small Department there is a need for additional administrative and clerical assistance in the Department. The attached agreement is with Waubensee Community College, the County would be responsible for 25% of the hourly costs with hourly rates typically at \$10.50-\$10.75 per hour. This program could possibly continue after FMLA leave is complete and expand to other Departments. Member Gengler asked if the County could select the students. Mr. Koepfel indicated that yes the County would be able to interview the candidates. Students could only work 20 hours a week. **Motion made by Member Gengler, second by Member Gilmour to forward the Agreement to the Board for approval. With all members present voting aye the motion carried unanimously.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE – None.

ADDITIONAL ITEMS – Member Prochaska asked for updates on the new Munis system and the website. Mr. Koepfel reported that with all major changes there have been a few hiccups but overall the transition is going well and staff is working round the clock to ensure transitions are smooth.

Member Prochaska updated the Committee on a Lobbyist Registration Bill moving through the Legislature in Springfield and that it should be something the Committee discusses in the future. For example, DuPage County has lobbyist registration process.

ACTION ITEMS FOR COUNTY BOARD –

- *Approval of Agreement with Waubensee Community College Regarding Federal Work Study Program*

ADJOURNMENT – Member Gilmour made a motion to adjourn the meeting, second by Member Gengler. **With four members voting aye, the meeting adjourned at 6:08p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, January 13, 2019
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Tony Giles called the meeting to order at 3:20p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

With all five members present voting aye, a quorum was determined to conduct business.

Others Present: Sheriff Baird, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Assistant State’s Attorney Leslie Johnson, County Administrator Scott Koeppel, Commander Jason Langston, Chief Deputy Mike Peters, Chief Judge Robert Pilmer, Coroner Jacquie Purcell, Commander Bobby Richardson, Facilities Director Jim Smiley.

Approval of the Agenda –Member Hendrix made a motion to approve the agenda, second by Member Gilmour. **With five members present voting aye, agenda was approved.**

Approval of Minutes – Member Hendrix made a motion to approve the November 20, 2020 meeting minutes, second by Member Prochaska. **With five members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Coroner – Coroner Purcell noted that there were 25 deaths in December and 1suicide. Written report provided.

EMA – Written report provided. Emergency testing continues.

Public Defender – Public Defender Chuffo reported that there are 2 new Assistants. There are several trials set for February. Member Prochaska asked about Bench Trials. Ms. Chuffo responded that on average her staff does 2-4 Bench Trails a week with Felony Trials running on average at about 6 each a year. Written report provided.

Court Services – Written report provided. Director Elliott noted that a new probation officer had started and there is a vacancy for a support assistant. Director Elliot also had a correction to her report.

Sheriff's Report

- a. Operations Division – Written report provided. Commander Richardson noted that the domestic violence team went live. This should hopefully help with the back log. Member Hendrix asked what the plan was to start reducing the waiting lists. Sheriff Baird indicated that the team is just getting started they are working on a warm handoff instead of a cold handoff and more attention. This will take time.

Commander Richardson also reported that they are starting to track cannabis. Three people went to FBI LIDA training.

Commander Langston reported that they are in the process of doing both public and staff surveys. The public survey is still open there have been 50 responses to date with 84% positive response. Some of the comments that are used is knowledgeable, professional and caring. Chair Giles was happy to hear such positive comments. In terms of the staff surveys there was a 75% response rate. Most comments have been positive there are some areas that can be improved upon like communication.

- b. Corrections Division – Written report provided. Deputy Chief Peters is working on the High School Equivalency Program and it is going well. There will also be a IRIS Scanner demonstration on January 21st, at 11:30am. Member Prochaska asked about number of inmates from other jurisdictions. Deputy Chief Peters said numbers are should increase.

Old Business – None

New Business –

- *Discussion and Approval of ISACo Legislative Proposal List* - Member Prochaska reviewed the list of 14 2020 Legislative Proposals that ISACo Board of Directors has identified as important for its membership.
- *Discussion and Approval of ISACo Recommended Legislative Resolutions* – Member Prochaska reviewed ISACOs proposed Resolutions as follows with member approvals.

2019-01 Resolution Urging the General Assembly and Governor to Honor State Shared Partnership Revenue – Motion Member Prochaska, second Member Hendrix with all members voting aye the motion carried.

2019-02 Resolution in Support of Expanding the Ability of Counties to Pursue and Perfect Self Governance – Motion Member Prochaska, second Member Hendrix with all members voting aye the motion carried.

2019-03 Resolution Urging the General Assembly and Governor to Repeal the Administrative Fee on Local Sales Tax Collections - Motion Member Prochaska, second Member Hendrix with all members voting aye the motion carried.

2019-04 Resolution Urging the General Assembly and Governor to Enact Automatic Appropriation Authority for All State-Collected Local Funds- Motion Member Prochaska, second Member Hendrix with all members voting aye the motion carried.

2019-05 Resolution Urging the General Assembly and Governor to Establish Transportation Funding Fairness. Motion Member Prochaska, second Member Hendrix with all member voting aye the motion carried.

2019-06 Resolution in Support of Pursuing a Full and Accurate Count of Population During the 2020 Decennial Census. Motion Member Prochaska, second by Member Vickers with all members voting aye the motion carried.

2019-07 Resolution Urging the Illinois Congressional Delegation to Support an Extension of Federal Medicaid Payments to Detainees Awaiting Trial in County Jail. Member Hendrix, second by Member Vickers with all members voting aye the motion carried.

2019-08 Resolution Urging the Illinois Congressional Delegation to Support Rural Broadband Deployment. Member Hendrix, second by Member Vickers with all members voting aye the motion carried.

2019-09 Resolution Urging the Illinois Congressional Delegation to Preserve Local Zoning Authority in Deployment of Next Generation Telecommunications. Member Hendrix, second by Member Prochaska with all members voting aye the motion carried.

2019-10 Resolution Urging the Illinois Congressional Delegation to Support County Priorities in Any New Federal Infrastructure Package or Surface Transportation Reauthorization. Member Prochaska made a motion, second by Member Hendrix with all members voting aye the motion carried.

Chairman's Report/Comments – Chair Giles reminded the Committee that starting in February for four months the meeting will be in the law library. He also asked members to think about meetings, that if there is no Business and only Reports the meeting can be canceled and the Reports done over email or posted to the website.

Public Comment - None

Legislative Update –None

Executive Session – Not needed

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers. **With five members in agreement, the meeting adjourned at 3:52p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, January 16, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:00 p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Tony Giles	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Audra Hendrix	Here		4:42
Matt Kellogg	Yes		
Matthew Prochaska	Here		
Robyn Vickers	Here		

APPROVAL OF AGENDA –Member Prochaska made a motion to approve the agenda, second by Member Gengler. **With nine member’s present voting aye, the motion carried by a vote of 9-0.**

APPROVAL OF SUPPLEMENTAL CLAIMS - Member Prochaska made a motion to forward the claims, second by Member Gengler – Koeppel explained that the claims are on the members desks and that the dollar amount will be on the County Board Agenda. Member Prochaska inquired about how the new Tyler Munis system is going. Koeppel updated the committee on the progress of the new system. Member Kellogg updated the committee on accounts payable and the new system. The County Clerk’s Office is working on updating reports for the County Board. The committee discussed end of year and the December fund balance report. Koeppel informed the committee that Administration is working with the Treasurer’s Office on the new system. Member Prochaska inquired about a charge from Bristol Kendall Fire and Sheriff Baird informed the committee that the charge was for an ambulance call. Chairman Gryder informed the committee that the claims will be on the County Board Agenda the following Tuesday for final approval.

OLD BUSINESS – None

NEW BUSINESS

From Planning Building & Zoning Committee: Discussion of Petition 20-01 Request from the Planning, Building and Zoning Committee for Amendments to the Kendall County Recreational Vehicle and Campground Regulations – Member Prochaska

introduced the topic and provided background information to the committee. Mr. Asselmeier went over the changes from the existing ordinance to the new ordinance. Member Prochaska further explained the changes from the existing ordinance to the new ordinance. Member Prochaska noted that the ordinance will not affect current campgrounds. Member Cesich inquired about current campgrounds. Mr. Asselmeier further clarified how the updated ordinance would affect current campgrounds. The committee discussed special use permits. Koepfel inquired about how the ordinance would be enforced. The consensus from the committee was to add citation authority to the ordinance. The committee further discussed special use permits. Chairman Gryder informed the committee about Larry Simmons the new PB&Z part-time code enforcer. The committee discussed the upcoming zoning ordinance cleanup. Jim Wyman, WSPY asked if people were allowed to be residents of Hide-a-way lakes campground. Mr. Asselmeier informed the committee, and Mr. Wyman, that the limit is four months. **There was consensus to forward the ordinance to the County Board for final approval.**

From Finance Committee: Discussion of Kendall County Procurement Policy. Chairman Gryder introduced the ordinance and provided background to the committee. Mr. Koepfel updated the committee on the changes to the ordinance from the original draft. Mr. Koepfel continued by covering the procurement process as outlined in the ordinance. The committee discussed the ordinance. Some of the pages of the ordinance were missing from the packet. Mr. Koepfel informed the committee that staff will email the entire ordinance to the County Board and the media. The committee discussed the ordinance. Sheriff Baird weighed noted that he will be meeting with Koepfel the following week about the ordinance. **There was consensus to continue discussion at Committee of the Whole Meeting in March.**

PUBLIC COMMENT – NONE

QUESTIONS FROM THE MEDIA – NONE

CHAIRMAN’S REPORT – Chairman Gryder informed the committee about his trip to the White House to witness the signing of the Federal Government’s trade agreement with China.

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the draft Board agenda for any changes or additions. The committee discussed the agenda for the January 21st County Board Meeting.

EXECUTIVE SESSION – Member Prochaska made a motion to enter into Executive Session for litigation when action against effecting or on behalf of the public body has been filed or is pending or when the public body finds that an action is probable or eminent as mandated by Section 2.06, 5ILCS 120-2c11, second by Member Vickers.

ROLL CALL:

Attendee	Status
Amy Cesich	Yes

Elizabeth Flowers	Absent
Scott Gengler	Yes
Tony Giles	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Audra Hendrix	Absent
Matt Kellogg	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes

With eight members voting yes the committee entered into Executive Session at 5:07 p.m. by a vote of 8-0.

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. **With eight members voting aye, the meeting was adjourned at 5:16 p.m.**

Respectfully Submitted,

Scott Koeppel
County Administrator



MEETING MINUTES FOR WEDNESDAY, January 22, 2020

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:30 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

With five members present, a quorum was established to conduct committee business.

Others present: Scott Koeppel, Laura Pawson, Dr. Gary Schlapp, Jim Smiley

Approval of Agenda – Motion made by Member Vickers, second by Member Prochaska to approve the agenda. **With four members in agreement, the motion carried by a vote of 5-0.**

Approval of Minutes – Motion made by Member Vickers to approve the minutes from November 27, 2019, second by Member Flowers. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- **Census Log** – Laura Pawson reviewed the census log with the committee.
Dogs Available for Adoption: 4
Cats Available for Adoption: 1
- **Bite Report** – Ms. Pawson reviewed the Bite Report. The report indicated there were 10 bites for the month of November and 21 bites for the month of December. Written report provided.
- **Operations Report** – No report

Upcoming Events and Media:

- Volunteer Orientation: Tuesday, January 28, 2020 from 6:00-7:30p.m.
- Oswego Police Officer with featured Pet video done every other Wednesday of the month
- Yorkville Police Officer with featured Pet video done every other Wednesday of the month
- Record Newspaper Pet of the Week Ad – “Decoy” – older Pitbull

- **Accounting Report** – Mr. Koeppel stated the reports from the treasurer’s office are not available yet. They will be emailed to the committee as soon as they become available.

Old Business

- *Discussion of the Purchase of the Animal Control Trailer* – Mr. Koeppel is working with Williams Scotsman to get a better price to purchase the trailer from the previous amount of \$4,800.00. Mr. Koeppel stated the Sheriff is still interested in the purchase of the trailer when Animal Control no longer has use for it. Mr. Koeppel recommended to bring this to the Finance Committee to decide the details of the purchase. Consensus of the Committee is for Mr. Koeppel to proceed with placing the issue on the Finance agenda.
- *Discussion of 2020 Capital Projects* – Mr. Koeppel stated the 2020 Capital Budget has \$190,000.00 in the fund for building improvements. Ms. Pawson stated that a new van will be needed in the future. Mr. Smiley submitted to the Committee an actual cost breakdown of the Animal Control building renovation project. Total excluding the HVAC system totaled: \$91,323.00. Pricing from the electrician was received, Mr. Smiley will talk to other electricians to see if the amount can be reduced further. Mr. Smiley estimates the HVAC system cost less than the original bid, but if they come in at the same cost the project will come in around \$200,000.00.
- *Discussion of Feral Cat Program* – Ms. Pawson presented to the committee what other counties operations are. Ms. Pawson will set a meeting with Mr. Koeppel and Remco about a possible partnership and bring the findings for committee discussion to the February Animal Control meeting.
- *Building Renovation Update from Facilities* –Mr. Smiley stated the window frames and windows have been ordered. Mr. Smiley stated the Invitation to Bid (ITB) for the HVAC systems are ready for release. Mr. Smiley will advertise locally with the ad to run this week. A mandatory walk through will be on February 6, 2020 and bids will be February 20, 2020. Mr. Smiley will present the results at the February 27, 2020 meeting. Mr. Smiley projects the project to start approximately March 16th with a possible completion date of late summer.
- *Discussion of Rabies Tags for Cats* – Member Cesich requested Ms. Pawson gather information from other counties on revenues received from their tags for cats. Ms. Pawson presented this information to the committee and will use this information later this year to see how Kendall is comparing to the other counties.

New Business – None

Executive Session – Not needed

Action Items for the County Board – None

Action Items for the Committee of the Whole – None

Questions from the Media – None

Public Comment – None

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Vickers. **With five members present in agreement, the meeting was adjourned at 9:22a.m.**

Respectfully Submitted,

Christina Wald
Administrative Assistant

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES TO BE RENDERED
BY CULLEN, INC. D/B/A CULLEN AND ASSOCIATES
FOR KENDALL COUNTY, ILLINOIS**

This Independent Contractor Agreement for Services to be Rendered by Cullen, Inc. d/b/a Cullen and Associates for Kendall County, Illinois (“Agreement”) is entered as of February 04, 2020 between Cullen, Inc., an Illinois corporation d/b/a Cullen and Associates, Springfield, Illinois (“Consultant”) and Kendall County, Illinois, a unit of local government (“Kendall County”).

RECITALS

WHEREAS, Consultant is in the business of performing legislative and executive branch representation and consulting services and has expertise in said business; and

WHEREAS, Kendall County desires to engage the services of Consultant more fully described herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing February 4, 2020, and continuing through February 3, 2021 (“Term”), unless terminated sooner as provided herein.
3. **Early Termination:** Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement sixty (60) calendar days after having served written notice upon the other party, except in the event of Consultant’s insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice. The parties shall not be relieved of the duty to perform their obligations up to the effective date of termination.
4. **Scope of Services:** Consultant agrees to perform lobbying and regulatory services before the Illinois General Assembly and the Executive Branch of State Government representing Kendall County. Consultant will provide regular updates and reports as directed to the Kendall County Board Chairman, the Kendall County Board, and the Kendall County Administrator. Consultant has assigned Thomas Cullen, Mona Martin and Mandy Drendel to work with Kendall County to perform the services set forth in this Agreement. Also, Consultant has assigned Debra Lounsberry to prepare legislative tracking reports for Kendall County. In the event that Consultant removes or replaces any of these named individuals from performing the services set forth in this Agreement, Consultant agrees to provide prompt written notice to Kendall County. Kendall County may, from time to time,

request changes in the scope of services. However, any such changes, including any increase or decrease in Consultant's fees, shall be documented by an amendment to this Agreement signed by both Consultant and Kendall County.

5. **Compensation and Payment:**

- a. As compensation for the foregoing services, Kendall County agrees to pay to Consultant a monthly rate of five thousand dollars and zero cents (\$5,000.00) during the term of this Agreement.
- b. All expenses in association with this contract are the sole responsibility of the Consultant except for reasonable travel expenses pre-approved in writing by Kendall County. For purposes of this Agreement, "travel expenses" include the following: overnight travel, room accommodations, and airfare. Such pre-approved, reasonable travel expenses will be billed at cost. Also, Consultant shall be reimbursed for mileage at a rate of 75 cents per mile traveled on behalf of Kendall County, provided such travel is pre-approved in writing by Kendall County.
- c. Consultant shall submit monthly invoices to Kendall County referencing this Agreement with such supporting documentation as may be requested by Kendall County. Upon receipt of the invoice, Kendall County shall issue payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Kendall County shall remit all payments to Cullen, Inc., 409 Jackson Parkway, Springfield, Illinois 62704.
- d. In the event of early termination of this Agreement, Kendall County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Kendall County be liable for any fees and/or costs incurred or services performed by Consultant after the effective date of termination of the Agreement.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by Kendall County for performance under this Agreement, Kendall County shall notify the Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall Kendall County be liable to Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, however, Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement without the prior written consent of Kendall County.

8. **Confidentiality and Ownership of Documents.**

- a. **Confidential Information.** In the performance of Services, Consultant may have access to certain information that is not generally known to others (“Confidential Information”). Consultant agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of Kendall County. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the services, nor shall Consultant disseminate any information regarding services without the prior written consent of Kendall County. Consultant agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement. The terms of this Paragraph 8(a) shall survive the expiration or termination of this Agreement.
- b. **Ownership.** All records, reports, documents and other materials prepared by Consultant in performance services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of Kendall County. All of the foregoing items shall be delivered to Kendall County upon demand at any time and in any event, shall be promptly delivered to Kendall County upon expiration or termination of this Agreement. In the event any of the above items are lost or damaged while in Consultant’s possession, such items shall be restored or replaced at Consultant’s expense.

9. **Representations and Warranties:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement:

- a. Consultant will comply with the Illinois Lobbyist Registration Act as well as all other applicable state and federal laws, local ordinances, and applicable state and federal regulations pertaining to the performance of any obligation contained in this Agreement.
- b. Consultant shall secure all such licenses as may be required for its employees and for Consultant to conduct business in the state, municipality, county, and location.
- c. Consultant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination

in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- c. Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Consultant further certifies by signing the Agreement that Consultant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity; and that Consultant has not made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
 - d. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Consultant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Consultant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3. Also, no payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.
10. **Independent Contractor:** Consultant is and at all times shall be an independent contractor in the performance of this Agreement. Consultant will exercise exclusive control over its employees and shall be solely responsible for the payment of any wages, salaries, benefits, or other remuneration of its employees and for the payment of any payroll taxes, contributions for unemployment insurance, social security, pensions, and annuities, which are imposed as a result of the employment of its employees. Consultant also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents and agrees that Kendall County is not responsible for providing insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents.
11. **Insurance.** Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting

work hereunder, Consultant shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

- (a) Worker's Compensation and Occupational Disease Disability insurance:
 - (i) State: Statutory
 - (ii) Applicable Federal (e.g., Longshoremen's): Statutory
 - (iii) Employer's Liability:
 - (A) \$500,000 per accident
 - (B) \$500,000 disease, policy limit
 - (C) \$500,000 disease, each employee

- (b) If written under Comprehensive General Liability Policy Form –
 - (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iv) Personal injury: \$2,000,000 aggregate per project
 - (v) Professional Liability Insurance with a limit no less than 2,000,000 per occurrence or claim with an aggregate of 2,000,000 per project.

- (c) If written under commercial general liability policy form:
 - (i) \$2,000,000 general aggregate per project;
 - (ii) \$1,000,000 products completed operations aggregate
 - (iii) \$1,000,000 personal and advertising injury
 - (iv) \$1,000,000 per occurrence
 - (v) \$1,000 medical expenses (any one person)

- (d) Business automobile liability (including owned, non-owned and hired vehicles):
 - (i) Bodily injury and property damage combined: \$1,000,000 per occurrence

- (e) Umbrella:
 - (i) \$5,000,000 per occurrence
 - (ii) \$5,000,000 aggregate

Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holder.

12. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Attention: Kendall County Clerk and Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Consultant, Attention: Tom Cullen, 409 Jackson Parkway Springfield, Illinois 62704, fax (217) 744-2533.

13. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
14. **Authority To Execute Agreement.** Kendall County and Consultant each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
16. **Indemnification.** Consultant shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present, and future board members, elected officials, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, taxes, tax penalties, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Consultant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Consultant in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Releasees, under this paragraph, must be one that has been approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Consultant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.
17. **Remedies.** In any action with respect to this Agreement, Kendall County and Consultant are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in

the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

18. **Miscellaneous.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties. Kendall County and/or Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
19. This agreement shall become binding only after it has been signed by both parties.

Date: _____

CULLEN, INC. D/B/A CULLEN AND ASSOCIATES

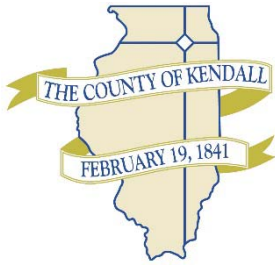
BY _____
Thomas J. Cullen, President

Date: _____

KENDALL COUNTY, ILLINOIS

BY _____
Scott Gryder, Kendall County Board Chairman

Attested by: _____
Debbie Gillette, Kendall County Clerk



Kendall County Agenda Briefing

Committee: Complete Count Census Commission

Meeting Date: Thursday January 30, 2020

Amount: \$25,000

Budget: Grant received

Issue: The Complete Count Census Commission has received a grant from the Illinois Department of Human Services to provide Census Outreach to the Hard to Count Populations in Kendall County

Background and Discussion:

Kendall County, located just 40 miles southwest of Chicago, is considered a collar county of metropolitan Chicago. The County occupies 320 square miles. Kendall County holds the record as the #1 fastest growing county in the United States with a 10-year percentage growth of 110.4% (2000-2010). The 2010 Census reports a population of 114,736. In the 2000 Census, the population was 54,544. The population in 2018 was estimated at 127,915, the fastest growing County in Illinois. Several communities have done Special Censuses to update their population because of growth, however there are other communities and the largest unincorporated area in Illinois, Boulder Hill, that has not done the Census since 2010. Kendall County is very concerned that because of the explosive growth in the County hard to count populations will be missed and funding would be lost. Funding that is needed for critical infrastructure and social programs that come with rapid population growth. In 2010 according to the Census numbers 18% of the County's populations 20,652 people went uncounted a potential loss of \$37,173,600 in revenue.

Committee Action:

Member Hausler made a motion second by Member Gryder to approve the budget for the \$25,000 Hard to Count Census Outreach Grant from the Illinois Department of Human Services through Regional Intermediary IACAA and to forward to the County Board for Approval

Staff Recommendation:

Staff recommends approval

Prepared by: Mera Johnson - Risk Management and Compliance Coordinator

Department: Administrative Services

Date: Friday, January 31, 2020

Section C - Budget Worksheet & Narrative

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided. Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>	<i>NON-State</i>	<i>Total</i>
1. Personnel	\$ 8,640		\$ 8,640
2. Fringe Benefits	\$ 900		\$ 900
3. Travel	\$ 300		\$ 300
4. Equipment	\$ 3,970		\$ 3,970
5. Supplies	\$ 7,390		\$ 7,390
6. Contractual Services	\$ -		\$ -
7. Consultant (Professional Services)	\$ 2,800		\$ 2,800
8. Construction	\$ -		\$ -
9. Occupancy (Rent & Utilities)	\$ -		\$ -
10. Research & Development (R&D)	\$ -		\$ -
11. Telecommunications	\$ -		\$ -
12. Training & Education	\$ 500		\$ 500
13. Direct Administrative Costs	\$ -		\$ -
14. Other or Misc. Costs	\$ 500		\$ 500
15. GRANT EXCLUSIVE LINE ITEM	\$ -		\$ -
16. Indirect Costs	\$ -		\$ -
State Request	\$ 25,000		
Non-State Amount		\$ -	
TOTAL PROJECT COSTS			\$ 25,000

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE
Organization Name: Kendall County	DUNS# 361779440
Region: Southeast Central Region Collar Counties	FEIN: 36006598
CFSA Number: 444-00-2174	CSFA Description: 2020 Census Prg

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. Please read all

SECTION A – STATE OF ILLINOIS FUNDS

Revenues	Year 1
(a). Subrecipient Amount Requested	\$25,000

BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		October 15, 2019-June 30, 2020	
1. Personnel (Salaries & Wages)	200.430	\$	8,640.00
2. Fringe Benefits	200.431	\$	900.00
3. Travel	200.474	\$	300.00
4. Equipment	200.439	\$	3,970.00
5. Supplies	200.94	\$	7,390.00
6. Contractual Services (200.318) & Subawards (200.92)			
7. Consultant (Professional Services)	200.459	\$	2,800.00
8. Construction		\$	-
9. Occupancy (Rent & Utilities)	200.465		
10. Research & Development (R&D)	200.87	\$	-
11. Telecommunications			
12. Training & Education	200.472	\$	500.00
13. Direct Administrative costs	200.413		
14. Miscellaneous Costs		\$	500.00
15. <u>A. Grant Exclusive Line Item(s)</u>			
16. Total Direct Costs (lines 1-15)	200.413	\$	25,000.00
17. Indirect Costs* (see below)	200.414		
Rate: _____ % Base: MTDC			

18. Total Costs State Grant Funds (Lines 16 and 17)

\$

25,000.00

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) – Our Organization is using a restricted indirect cost rate that:

_____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;

_____ Complies with other statutory policies (please specify) :

The Restricted Indirect Cost Rate is _____ %

5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)

Approving Federal/State agency (please specify): _____

The Indirect Cost Rate is _____ % The Distribution Base is: _____

FFATA Data Collection Form (if needed by agency)

Under FFATA, all subrecipients who receive \$25,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable			
Subrecipient DUNS: 361779440			
Subrecipient Parent Company DUNS:			
Subrecipient Name: Kendall County			
Subrecipient DBA Name:			
Subrecipient Address: 111 West Fox Street			
City: Yorkville	State: IL	Zip: 60560	Congressional District: 14
Subrecipient Principal Place of Performance:			
City:	State:	Zip:	Congressional District:
Contract Number (if known):	Award Amount: \$25,000	Project Period: From: To: 10/15/2019 - 6/30/2020	
State of Illinois Awarding Agency and Project Detail Description: Kendall County the fastest growing County in Illinois has been awarded funds to assist with Census 2020 and counting HTC hard to count populations.			
Under certain circumstances, subrecipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
<input type="checkbox"/>			
Yes If yes, must answer Q2 below			
<input checked="" type="checkbox"/>			
No If no, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
<input checked="" type="checkbox"/>			
Yes			
<input type="checkbox"/>			
No If no, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position	Computation if calc is % of base		Cost
		Base	Rate	
Unknown	Bilingual Census Specialist	4320	10%	\$ 432.00
Unknown	Bilingual Census Specialist	\$ 4,320	10%	\$ 432.00
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			

State Total \$ 864.00

Please explain how fringe benefits are calculated

Fringe Benefits Narrative (State):
 Federal FICA rate. No additional fringe or retirement benefits offered

State Total \$ 864.00

Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)— Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel	Location	Computation					Cost
		Items	Cost Rate	Basis	Quantity	# of Trips	
Outreach Event	Oswego Township Office	Mileage	0.58	per mile	8	2	\$ 9.28
Outreach Event	Oswego Senior Center	Mileage	0.58		8	2	\$ 9.28
Outreach Event	Kendall County Health Dept		0.58		3	10	\$ 17.40
Outreach Event	Plano High School		0.58		8	2	\$ 9.28
Outreach Event	PH Miller Elementary Plano		0.58		9	1	\$ 5.22
Outreach Event	St Mary's Catholic Church Plano		0.58		12	2	\$ 13.92
Outreach Event	Trinity Methodist, Yorkville		0.58		3	1	\$ 1.74
Outreach Event	Village of Oswego Village Hall		0.58		7	5	\$ 20.30
Outreach Event	City of Yorkville Library		0.58		2	2	\$ 2.32
Outreach Event	Kendal County Food Pantry		0.58		1	10	\$ 5.80
Outreach Event	Plano Molding		0.58		8	1	\$ 4.64
Outreach Event	Plano Library		0.58		7	2	\$ 8.12
Outreach Event	Boulder Hill Elementary		0.58		8	1	\$ 4.64
Outreach Event	Oswego Expo, Oswego High School		0.58		8	2	\$ 9.28
Outreach Event	Longbeach Elementary		0.58		8	1	\$ 4.64
Outreach Event	Kendall County Courthouse		0.58		3	2	\$ 3.48
Outreach Event	Complete Count Committee		0.58		3	4	\$ 6.96
Outreach Event	Plano School District		0.58		12	2	\$ 13.92
Outreach Event	Village of Montgomery		0.58		10	1	\$ 5.80
Outreach Event	Waubonsee Community College		0.58		11	2	\$ 12.76
Outreach Event	Kendall Non Profit Meeting		0.58		3	6	\$ 10.44
Outreach Event	Various Senior Centers Yorkville		0.58		10	4	\$ 23.20
Outreach Event	Various Daycares Yorkville		0.58		10	4	\$ 23.20
Outreach Event	Various Churches Kendall County		0.58		10	4	\$ 23.20
Outreach Event	Unknown Events		0.58		10	8	\$ 46.40
							\$ -
							\$ -
							State Total \$ 295.22

Section C - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) – Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
<i>Wifi Hotspots devices</i>	5	149 \$	745.00
<i>Monthly cost per month for 3 months Hotspot</i>	15	65 \$	975.00
<i>Cell phones</i>	5	200 \$	1,000.00
<i>Projector</i>	1	250 \$	250.00
<i>Ads</i>		1000 \$	1,000.00
		\$	-
		\$	-
		\$	-
		State Total \$	3,970.00

Equipment Narrative (State):

This equipment will be used to support devices to assist the residents in completing the Census Survey. The devices will also be used for outreach and education.

State Total \$ 3,970.00

Section C - Budget Worksheet & Narrative

7). **Consultant Services and Expenses (2 CFR 200.459) – Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) **Consultant–** Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
	Website Development	\$100	hours	14	1,400.00
	Social Media Management	\$100		10	1,000.00
	Logo Development			1	400.00
					<u>0.00</u>
				State Total	2,800.00

Consultant Expenses	Location	Computation				Cost
		Items	Cost Rate	Basis	Quantity	
						0.00
						<u>0.00</u>
					State Total	0.00
				Total	\$	2,800

Consultant Narrative (State):

Because County staff has limited time and resources and time is of the essence a consultant is needed to facilitate the development of a website and manage social media resources.

State Total \$ 2,800.00

Section C - Budget Worksheet & Narrative

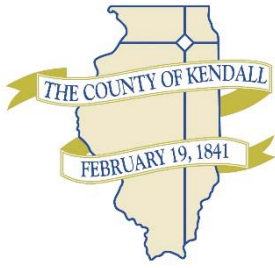
13). **Direct Administrative Costs** - (2 CFR 200.413 (c) The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

ALL SALARY/WAGE INFORMATION MUST BE PRESENTED AS A MONTHLY AMOUNT FOR THIS PROGRAM

Name	Position	Computation				Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	
Jane Smith	Program Secretary	2,500.00	MO	100.00%	8.5	
			MO			\$ -
			MO			\$ -
			MO			\$ -
			MO			\$ -
			MO			\$ -
<i>State Total</i>						\$ -

Direct Administrative Narrative (State):

State Total \$ -



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: January 6, 2020

Amount: N/A

Budget: N/A

Issue: Approval of KenCom IGA for GIS Services

Background and Discussion:

KenCom requested to share resources and hire Kendall County GIS to maintain their GIS data and serve as experts for the upcoming Next Generation 911 system. Kendall County GIS indicated that a majority of the maintenance is already a part of day-to-day duties, so the additional work specifically for KenCom is sustainable. KenCom will pay Kendall County \$60 per hour for all projects and other work not already preformed by GIS staff.

Committee Action:

Committee forwarded the item to the County Board for approval all voting aye.

Staff Recommendation:

Staff recommends that the IGA is approved.

Prepared by: Meagan Briganti

Department: GIS

Date: January 31, 2020

**INTERGOVERNMENTAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Emergency Telephone Systems Board (*“KenCom”*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and KenCom (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for KenCom; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following GIS services to KenCom pursuant to the terms of this Agreement, including:

- a. To provide GIS data maintenance to KenCom's data,
- b. To update KenCom's GIS data throughout KenCom's Service Area,
- c. To plan and implement updates/upgrades to KenCom's GIS servers and systems,
- d. To permit Kendall County GIS staff to attend training for GIS systems owned by KenCom, provided KenCom and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.
- e. To provide GIS services outlined in Paragraphs 2a-d above for KenCom's special service projects, when requested by KenCom, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.
- f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all KenCom approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to the following:

a. To make quarterly payments to Kendall County based on invoices generated by Kendall County Staff.. All services rendered must be pre-approved by KenCom. Services shall be billed at a rate of \$60 per hour. .

b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about KenCom's GIS systems, provided the training and associated travel expenses are pre-approved by KenCom and Kendall County. KenCom agrees to reimburse Kendall County for such expenses.

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom's behalf while performing the GIS services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses. Kendall County agrees to notify KenCom prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify KenCom about the billable expense as soon as practicable.

d. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this this Agreement, the parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's, KenCom's, and other KenCom members' records defined as "confidential information":

a. For the purposes of this agreement, "confidential information" includes all

records maintained and stored for KenCom's Emergency Call Handling Telephone Equipment, all records maintained and stored on KenCom's servers to include, but not limited to, CAD (Computer Aided Dispatch) System, RMS (Records Management Systems), Mobile, GIS, Security and Reporting Servers, all records maintained and stored on administrative computers, all records maintained and stored on KenCom's Print File Server (Administrative Server), all records maintained and stored on KenCom's logging recorder and server, all KenCom email correspondence, all LEADS records, and calls for service that are heard or observed from the dispatch center.

b. To the extent permitted by law, if Kendall County is granted access to KenCom's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of KenCom.

c. To the extent permitted by law, if Kendall County is granted access to any law enforcement agency's records (and the data contained in these records) on KenCom's server(s) in order to perform the GIS services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity (including, but not limited to, any other KenCom member) without the prior written approval of the applicable law enforcement agency.

d. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request should forward the request to the applicable party who shall

respond to the request for their records. To the extent permitted by law, Kendall County shall not release any of KenCom's records to a third party without the prior written approval of KenCom or as required pursuant to court order.

e. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of KenCom's records.

5. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement after the initial term by providing at least three hundred thirty-five (335) calendar days advance written notice to all other parties of the then current term.

6. Kendall County acknowledges and agrees that disclosure of any confidential information in violation of Paragraph 4 of this Agreement will result in irreparable harm to KenCom. Accordingly, in the event of a breach of Paragraph 4 of this Agreement by Kendall County, in addition to any other remedy that KenCom may have at law, KenCom shall be entitled to injunctive relief to specifically enforce Paragraph 4 of this Agreement, provided KenCom has provided Kendall County with at least seven (7) calendar days advance written notice so that Kendall County has an opportunity to cure said breach.

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to KenCom: Chair of the Kendall County Emergency Telephone Systems Board
1100 Cornell Lane
Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB
1100 Cornell Lane
Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to GIS support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the GIS support services to be provided by Kendall County to KenCom. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to GIS support services and may not be further modified except in writing.

11. Kendall County and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

County of Kendall, Illinois

**Kendall County Emergency Telephone
Systems Board**

By: _____
Chair, Kendall County Board

By: _____
Chair, KenCom Executive Board

Attest:

Attest:

County Clerk

Secretary

Resolution Urging the Illinois Congressional Delegation to Preserve Local Zoning Authority in Deployment of Next Generation Telecommunications

WHEREAS, on September 26, 2018, the Federal Communications Commission (FCC) approved a new rule on 5G wireless network deployment that significantly restricts local authority; and

WHEREAS, the FCC action limits fees and constrains the time period to 60 days by which local governments must evaluate applications from wireless companies to attach 5G small cells to existing structures and 90 days to review applications for equipment on entirely new structures; and

WHEREAS, by narrowing the window for evaluating 5G deployment applications, the FCC rule would prevent local governments from properly assessing and mitigating the impact broadcasting facilities may have on the public health, safety and welfare of the community; and

WHEREAS, 5G's reliance on a large network of small cell sites will place a considerable administrative strain on local governments' ability to process the exponential increase in applications for small cells from service providers; and

WHEREAS, legislation known as the STREAMLINE Small Cell Deployment Act has been introduced in Congress to essentially codify the FCC rule and place limits on the authority of local governments to regulate the deployment of wireless communications infrastructure within county jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the Illinois Congressional Delegation and the United States Congress to oppose efforts to abridge local authority over small cell regulation and deployment via legislation or administrative rules. Be it further resolved that the Illinois Congressional Delegation and the United States Congress support legislation to reverse the FCC ruling, which is currently embattled in the 10th Circuit Court.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution Urging the General Assembly and Governor to Enact Automatic Appropriation Authority for All State-Collected Local Funds

WHEREAS, the state of Illinois partners with local governments by collecting several essential revenue sources and remitting the funds to local governments; and

WHEREAS, these critical revenue sources include the Local Government Distribution Fund, Corporate Personal Property Replacement Tax, Sales Tax, Motor Fuel Tax (MFT), video and casino gaming revenue, Use Tax and 9-1-1 revenues; and

WHEREAS, of these taxes collected and remitted to local governments, MFT, video and casino gaming revenues, the Use Tax and 9-1-1 revenues require annual appropriation authority prior to being distributed to local governments; and

WHEREAS, the inability of the state to always authorize the release of these funds in a timely manner endangers local budgets and services to residents, including basic services such as street repair and snow removal that are intended to allow for safe travel on public roads; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall urges the General Assembly and the Governor to support legislation that creates automatic appropriation authority for MFT revenues, video and casino gaming revenues, Use Tax revenues and 9-1-1 revenues each year.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

**Resolution Urging the General Assembly and Governor to Establish
Transportation Funding Fairness**

WHEREAS, the General Assembly and the Governor enacted a \$45.6 billion infrastructure package in 2019; and

WHEREAS, much of this revenue will fund critical transportation infrastructure projects that will improve the safety and efficiency of Illinois’ network of roads and bridges; and

WHEREAS, one of the funding sources for the investment in Illinois’ transportation network is an increase in the state’s Motor Fuel Tax (MFT) from 0.19 cents per gallon to 0.38 cents per gallon; and

WHEREAS, the non-home rule counties of DuPage, Kane, Lake, McHenry and Will have special statutory authority to impose a county MFT not to exceed eight cents per gallon following passage of an ordinance or resolution by the county board; and

WHEREAS, the other 96 non-home rule counties do not have statutory authority to raise additional revenue locally through the MFT to fund their critical transportation needs; and

WHEREAS, this inequity in funding opportunities creates a public policy that suggests the transportation infrastructure needs of some counties are less important than the transportation infrastructure needs of other counties.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the General Assembly and the Governor to correct this transportation funding inequity by enacting legislation permitting all non-home rule counties to impose a county MFT not to exceed eight cents per gallon following passage of an ordinance or resolution by the county board.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution in Support of Expanding the Ability of Counties to Pursue and Perfect Self-Governance

WHEREAS, the framers of the Illinois Constitution of 1970 recognized that a fundamental challenge facing local governments was a lack of authority to craft local solutions for local problems; and

WHEREAS, the framers also believed local government, being closer to the citizens, would be more responsive to the needs of residents and should therefore be strengthened to free the General Assembly from having to consider a host of bills and issues for which the General Assembly had less knowledge than local officials; and

WHEREAS, the mechanism chosen by the framers and endorsed by voters for strengthening local government was the introduction of home rule authority within Article VII of the Illinois Constitution of 1970; and

WHEREAS, home rule authority is available to many cities, villages and towns but was only conferred to one Illinois county; and

WHEREAS, the problems confronting local governments have grown significantly since the adoption of the Constitution of 1970; and

WHEREAS, democratically-elected county boards and officials, acting on behalf of their residents, should have access to the tools necessary to address the unique challenges and needs that confront their counties.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the General Assembly and Governor to support legislation and policies that have the effect of providing the 101 Illinois counties without home rule authority the tools and opportunities available to a county operating under home rule.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

**Resolution in Support of Pursuing a Full and Accurate Count of Illinois' Population
During the 2020 Decennial Census**

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the population of the United States continues to grow and evolve toward a more populous and racially diverse society; and

WHEREAS, the County of Kendall is committed to ensuring that every resident is counted in the 2020 decennial census; and

WHEREAS, billions of dollars per year in federal and state funding are allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment and much more; and

WHEREAS, census data determines how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils and voting districts; and

WHEREAS, the General Assembly and Governor approved the expenditure of \$29 million within the State Fiscal Year (SFY) 2020 budget to invest in efforts to secure an accurate census count in Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall strongly supports ongoing efforts to pursue and achieve a full and accurate count of Illinois residents during the decennial census and encourages local governments and community organizations to participate in this important endeavor.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

**Resolution Urging the General Assembly and Governor to Repeal the
Administrative Fee on Local Sales Tax Collections**

WHEREAS, counties are responsible for funding local programs and services for their residents; and

WHEREAS, funding these programs and services requires sufficient revenues; and

WHEREAS, counties have the option of imposing a local sales tax; and

WHEREAS, the state collects these locally-imposed sales taxes on behalf of counties; and

WHEREAS, the State Fiscal Year 2020 budget imposed a 1.5% administrative fee on locally-imposed sales taxes collected by the state, with the money being transferred to the Tax Compliance and Administration Fund; and

WHEREAS, the administrative fee represents a burdensome and objectionable diversion of local tax revenues raised by counties that adopted the tax by vote of the corporate authorities and/or following the approval of local voters.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the General Assembly and the Governor to repeal the 1.5% administrative fee on locally-imposed sales taxes and restore these critical funds to county governments for the direct funding of programs and services for their residents.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution Urging the General Assembly and Governor to Honor State-Shared Partnership Revenue

WHEREAS, counties provide fundamental and important services to their residents including, but not limited to, justice and public safety services, transportation infrastructure, community health services, human services, parks and recreation opportunities and election administration; and

WHEREAS, the state of Illinois has a long-standing tradition of helping to support these local services through the collection and distribution of tax revenues on behalf of counties; and

WHEREAS, counties rely on these shared revenues in order to invest in services that residents cannot, nor should not, do without; and

WHEREAS, these shared revenues are the result of a good faith historical partnership between the state and county governments in Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, urges the General Assembly and the Governor to take any necessary action to protect and preserve Local Government Distributive Fund (LGDF) revenue, Personal Property Replacement Tax (PPRT) revenue, local sales tax revenue, Motor Fuel Tax (MFT) revenue and any other state-collected government revenues that enable counties to provide appropriate levels of service to their residents.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution Urging the Illinois Congressional Delegation to Support an Extension of Federal Medicaid Payments to Detainees Awaiting Trial in County Jails

WHEREAS, counties nationwide invest \$176 billion annually in community health systems and justice and public safety services, including the entire cost of medical care for all arrested and detained individuals; and

WHEREAS, current federal law prohibits the use of federal funds and services, such as Medicaid and the Children’s Health Insurance Program (CHIP), for health care provided to inmates of a public institution; and

WHEREAS, public institutions include local jails operated by counties; and

WHEREAS, the federal fund prohibition has cut off federal health benefits to local jail inmates who are presumed innocent while awaiting trial; and

WHEREAS, the cost to provide inmates in county jails with health care leaves counties responsible for the full cost of inmates’ health care rather than the traditional federal, state and local partnership for safety-net services; and

WHEREAS, the Medicaid inmate exclusion policy has resulted in making county jails some of the largest behavioral health care funders and providers in our communities.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the Illinois Congressional Delegation and United States Congress to support federal legislation to require the federal Medicaid Program to contribute the federal Medicaid match for health and mental health care that is provided while a detainee is incarcerated and awaiting trial.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution Urging the Illinois Congressional Delegation to Support County Priorities in Any New Federal Infrastructure Package or Surface Transportation Reauthorization

WHEREAS, counties play a critical role in the nation’s transportation system, owning 45 percent of all public roads and building and maintaining 38 percent of the National Bridge Inventory; and

WHEREAS, counties operate 78 percent of all public transit agencies and 34 percent of public airports that connect residents, communities and business with the global economy; and

WHEREAS, it is critical that federal policy makers recognize counties as major owners of infrastructure; and

WHEREAS, reliable federal investments through a new, long-term infrastructure package or surface transportation authorization, developed in consultation with federal, state and local partners, would allow counties to pursue much-needed infrastructure improvements and transformative surface transportation projects.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the Illinois Congressional Delegation and the United States Congress to work in a bi-partisan manner within a strong federal-state-local partnership framework to update the nation’s infrastructure based upon reliable funding mechanisms and local flexibility to use additional financing tools. Be it further resolved that any new federal infrastructure package include a robust rural infrastructure component and a sufficient funding match.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Resolution Urging the Illinois Congressional Delegation to Support Rural Broadband Deployment

WHEREAS, access to affordable high-speed internet has been widely recognized as essential to an individual’s ability to compete in today’s economy; and

WHEREAS, connectivity issues continue to plague counties across the United States, including Illinois; and

WHEREAS, according to the Federal Communication Commission (FCC), approximately 19 million Americans representing 6 percent of the population lack access to even basic broadband services; and

WHEREAS, connectivity is imperative for economic competitiveness in the 21st century and effects county residents’ ability to engage in e-commerce and the gig economy, distance learning and tele-health facilities; and

WHEREAS, counties lacking access to even basic broadband infrastructure are at a competitive disadvantage, exacerbating the economic divide between rural and urban areas.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall, urges the Illinois Congressional Delegation and the United States Congress to work with local officials when drafting legislation that would encourage the use of state or county owned land, including public rights-of-way, to build new wireless infrastructure including 5G wireless networks, to expand service to rural areas, or to promote digital equity. Kendall County supports universal access to reliable wireline and wireless high-speed broadband service and believes expansion of the service to be crucial for education, employment and economic development.

PRESENTED and ADOPTED by the County Board, this fourth day of February 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder